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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO.

19061-D

FILED

APR 06 '04

2-22 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

April 5, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Conveyance, Assignment and Termination, dated as of ~~March 6~~ ^{April 5}, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Supplement No. 1 which was previously filed with the Commission under Recordation Number 19061.

The names and addresses of the parties to the enclosed document are:

Lessor:	Sonoma Trust III by Wilmington Trust Company, not in its individual capacity but solely as Trustee Rodney Square North 1100 North Market Street Wilmington, Delaware 19801-0001
Lessee:	Ohio Valley Electric Company One Riverside Plaza Columbus Ohio 43215
Purchaser:	Global One Financial Services 3340 Camp Bowie Blvd., #200 Fort Worth, Texas 76107

Mr. Vernon A. Williams
April 5, 2004
Page 2

A description of the railroad equipment covered by the enclosed document is:

410 aluminum Bethgon Coalporter railcars within the series OVEX 6001 - OVEX 6500 as more particularly set forth in the equipment schedule attached to the document.

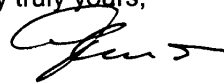
A short summary of the document to appear in the index is:

Memorandum of Conveyance, Assignment and Termination.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

**MEMORANDUM OF CONVEYANCE,
ASSIGNMENT AND TERMINATION**

RECORDATION NO. 19061-D FILED
APR 06 04 2:22 PM

THIS MEMORANDUM OF CONVEYANCE, ~~ASSIGNMENT~~ AND TERMINATION (this "Memorandum") is made and entered into as of ~~March~~ April 6, 2004 by and between Sonoma Trust III (the "Lessor"), Ohio Valley Electric Company (the "Lessee") and Global One Financial Services, LP ("Purchaser").

WITNESSETH:

1. The Lessor and the Lessee are parties to that certain Railcar Lease dated as of November 1, 1994, as more particularly described in Annex I attached hereto (collectively, the "Lease"), with respect to 410 aluminum Bethgon Coalporter railcars as more particularly described on Annex II attached hereto (the "Equipment").

2. By an Agreement of Conveyance, Assignment and Termination entered into as of the date hereof (the "Agreement"), the Lease terminated as of the date hereof, and Lessor conveyed all of its right, title, and interest in and to the Equipment to Purchaser free and clear of all of the terms and conditions of the Lease as of the date hereof, pursuant to the terms of the Agreement.

3. In lieu of recording the Agreement, Lessor, Lessee, and Purchaser have executed, acknowledged and delivered this Memorandum.

4. Any provision of the Lease which is expressed to survive the termination shall so survive and any right of Lessor for amounts due under the Lease as of the date hereof, or amounts arising from events occurring prior to the date hereof or existing as of the date hereof under Section 19 (Remedies) of the Lease shall likewise survive and remain enforceable by and due to Lessor.

5. Lessor has agreed to execute such other documents requested by Alvord & Alvord for filing at the Surface Transportation Board ("STB") as may be required to terminate the Lease and convey title in the Equipment to Purchaser.

6. The execution of the Agreement, with respect to and only with respect to the Equipment, shall not be construed to be a waiver of any right or remedy of the Lessor and the Lessee under the Lease or applicable law that the Lessor or Lessee may have against any other person, including each other, all of which rights and remedies were expressly reserved by the Agreement.

7. The rights and obligations of Lessor, Lessee, and Purchaser are subject to all of the terms and conditions of the Agreement, reference to which should be made for a complete statement of such rights and obligations, including terms and provisions other than those stated herein.

8. Should there be any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

9. All of the terms, conditions and covenants of this Memorandum and the unrecorded controlling Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

10. This Memorandum may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the date first above written.

SONOMA TRUST III

By: WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee for Sonoma Trust III,
Lessor

By: 
Title: Jennifer A. Luce
Financial Services Officer

STATE OF DELAWARE)
)ss:
COUNTY OF NEW CASTLE)

On this 1st day of April, 2004, before me personally appeared Jennifer A. Luce, to me personally known, who, being by me duly sworn, did say that he/she is a Financial Services Officer of SONOMA TRUST III, that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of said instrument was the free act and deed of the corporation.


NOTARY PUBLIC

My commission expires:

SUSANNE M. GULA
NOTARY PUBLIC
My Commission Expires November 21, 2005

OHIO VALLEY ELECTRIC COMPANY,
Lessee

By: Timothy P. Stanley
Title: Director - Transportation & Marketing
American Electric Power Service Corporation,
as agent

STATE OF Ohio)
COUNTY OF Franklin) ss:

On this 1st day of April, 2004, before me personally appeared Timothy P. Stanley, to me personally known, who, being by me duly sworn, did say that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors; and ~~he~~ acknowledged that the execution of said instrument was the free act and deed of the corporation.

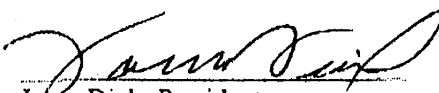
David M. Cohen
NOTARY PUBLIC

My commission expires:

DAVID M. COHEN
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

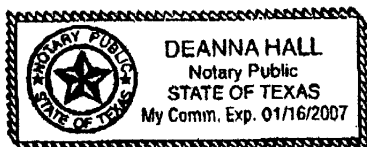
GLOBAL ONE FINANCIAL SERVICES, LP
Purchaser

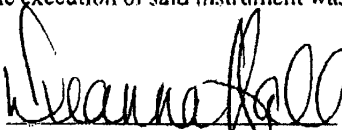
By: GOFX, LLC

By: 
Jason Dial - President

STATE OF TEXAS)
)ss:
COUNTY OF TARRANT)

On this 2nd day of April, 2004, before me personally appeared Jason Dial, to me personally known, who, being by me duly sworn, did say that he/she is the President of GOFX, LLC, the General Partner of of Global One Financial Services, LP, that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of said instrument was the free act and deed of the corporation.




NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

My commission expires: 01/16/2007

Annex II

410 aluminum Bethgon Coalporter Railcars more particularly described as follows:

<u>SERIAL NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>	<u>SERIAL NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>
OVEX 6500	44,615.64	OVEX 6065	44,615.64
OVEX 6001	44,913.85	OVEX 6066	44,615.64
OVEX 6003	44,615.64	OVEX 6070	44,615.64
OVEX 6004	44,615.64	OVEX 6071	44,615.64
OVEX 6005	44,615.64	OVEX 6072	44,615.64
OVEX 6006	44,615.64	OVEX 6073	44,615.64
OVEX 6007	44,615.64	OVEX 6075	44,615.64
OVEX 6008	44,615.64	OVEX 6078	44,615.64
OVEX 6009	44,615.64	OVEX 6080	44,615.64
OVEX 6010	44,615.64	OVEX 6081	44,615.64
OVEX 6011	44,615.64	OVEX 6083	44,615.64
OVEX 6012	44,615.64	OVEX 6084	44,615.64
OVEX 6014	44,615.64	OVEX 6085	44,615.64
OVEX 6015	44,615.64	OVEX 6086	44,615.64
OVEX 6016	44,615.64	OVEX 6087	44,615.64
OVEX 6017	44,615.64	OVEX 6088	44,615.64
OVEX 6022	44,615.64	OVEX 6089	44,615.64
OVEX 6027	44,615.64	OVEX 6090	44,615.64
OVEX 6028	44,615.64	OVEX 6091	44,615.64
OVEX 6029	44,615.64	OVEX 6092	44,615.64
OVEX 6030	44,615.64	OVEX 6094	44,615.64
OVEX 6032	44,615.64	OVEX 6095	44,615.64
OVEX 6033	44,615.64	OVEX 6096	44,615.64
OVEX 6034	44,615.64	OVEX 6098	44,615.64
OVEX 6039	44,615.64	OVEX 6099	44,615.64
OVEX 6041	44,615.64	OVEX 6101	44,615.64
OVEX 6044	44,615.64	OVEX 6102	44,615.64
OVEX 6046	44,615.64	OVEX 6103	44,615.64
OVEX 6047	44,615.64	OVEX 6104	44,615.64
OVEX 6048	44,615.64	OVEX 6105	44,615.64
		OVEX 6106	44,615.64
OVEX 6051	44,615.64	OVEX 6107	44,615.64
OVEX 6052	44,615.64	OVEX 6108	44,615.64
OVEX 6054	44,615.64	OVEX 6109	44,615.64
OVEX 6056	44,615.64	OVEX 6110	44,615.64
OVEX 6057	44,615.64	OVEX 6111	44,615.64
OVEX 6058	44,615.64	OVEX 6112	44,615.64
OVEX 6059	44,615.64	OVEX 6113	44,615.64
OVEX 6060	44,615.64	OVEX 6114	44,615.64
OVEX 6061	44,615.64	OVEX 6115	44,615.64
OVEX 6062	44,615.64	OVEX 6116	44,615.64
OVEX 6063	44,615.64	OVEX 6117	44,615.64

<u>SERIAL.NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>	<u>SERIAL.NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>
OVEX 6118	44,615.64	OVEX 6168	44,615.64
OVEX 6119	44,615.64	OVEX 6169	44,615.64
OVEX 6120	44,615.64	OVEX 6170	44,615.64
OVEX 6121	44,615.64	OVEX 6171	44,615.64
OVEX 6122	44,615.64	OVEX 6172	44,615.64
OVEX 6123	44,615.64	OVEX 6173	44,615.64
OVEX 6124	44,615.64	OVEX 6174	44,615.64
OVEX 6125	44,615.64	OVEX 6175	44,615.64
OVEX 6126	44,615.64	OVEX 6176	44,615.64
OVEX 6127	44,615.64		
OVEX 6128	44,615.64	OVEX 6178	44,615.64
OVEX 6129	44,615.64	OVEX 6179	44,615.64
OVEX 6130	44,615.64		
OVEX 6131	44,615.64	OVEX 6182	44,615.64
OVEX 6132	44,615.64	OVEX 6183	44,615.64
OVEX 6133	44,615.64	OVEX 6184	44,615.64
OVEX 6135	44,615.64	OVEX 6185	44,615.64
OVEX 6136	44,615.64	OVEX 6186	44,615.64
OVEX 6137	44,615.64	OVEX 6189	44,615.64
OVEX 6139	44,615.64	OVEX 6190	44,615.64
OVEX 6140	44,615.64	OVEX 6191	44,615.64
OVEX 6142	44,615.64	OVEX 6193	44,615.64
OVEX 6143	44,615.64	OVEX 6194	44,615.64
OVEX 6144	44,615.64	OVEX 6195	44,615.64
OVEX 6145	44,615.64	OVEX 6197	44,615.64
OVEX 6146	44,615.64	OVEX 6198	44,615.64
OVEX 6147	44,615.64	OVEX 6199	44,615.64
OVEX 6148	44,615.64	OVEX 6200	44,615.64
OVEX 6149	44,615.64	OVEX 6201	44,615.64
OVEX 6150	44,615.64	OVEX 6202	44,615.64
OVEX 6151	44,615.64	OVEX 6203	44,615.64
OVEX 6152	44,615.64		
OVEX 6153	44,615.64	OVEX 6205	44,615.64
OVEX 6154	44,615.64	OVEX 6206	44,615.64
OVEX 6155	44,615.64	OVEX 6207	44,615.64
OVEX 6156	44,615.64	OVEX 6208	44,615.64
OVEX 6158	44,615.64	OVEX 6209	44,615.64
OVEX 6159	44,615.64	OVEX 6210	44,615.64
OVEX 6160	44,615.64	OVEX 6211	44,615.64
OVEX 6161	44,615.64	OVEX 6212	44,615.64
		OVEX 6213	44,615.64
OVEX 6163	44,615.64	OVEX 6215	44,615.64
OVEX 6165	44,615.64	OVEX 6216	44,615.64
OVEX 6166	44,615.64	OVEX 6218	44,615.64
OVEX 6167	44,615.64	OVEX 6220	44,615.64

<u>SERIAL.NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>	<u>SERIAL.NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>
OVEX 6221	44,615.64	OVEX 6270	44,615.64
OVEX 6222	44,615.64	OVEX 6271	44,615.64
OVEX 6223	44,615.64	OVEX 6272	44,615.64
OVEX 6224	44,615.64	OVEX 6273	44,615.64
OVEX 6225	44,615.64	OVEX 6274	44,615.64
		OVEX 6275	44,615.64
OVEX 6227	44,615.64	OVEX 6276	44,615.64
OVEX 6228	44,615.64		
OVEX 6229	44,615.64	OVEX 6278	44,615.64
OVEX 6230	44,615.64	OVEX 6280	44,615.64
OVEX 6231	44,615.64	OVEX 6281	44,615.64
OVEX 6232	44,615.64	OVEX 6282	44,615.64
OVEX 6233	44,615.64	OVEX 6283	44,615.64
OVEX 6234	44,615.64		
OVEX 6236	44,615.64	OVEX 6285	44,615.64
OVEX 6237	44,615.64	OVEX 6286	44,615.64
OVEX 6238	44,615.64	OVEX 6287	44,615.64
OVEX 6239	44,615.64	OVEX 6288	44,615.64
OVEX 6240	44,615.64	OVEX 6289	44,615.64
OVEX 6241	44,615.64	OVEX 6290	44,615.64
		OVEX 6291	44,615.64
OVEX 6243	44,615.64	OVEX 6293	44,615.64
OVEX 6245	44,615.64	OVEX 6294	44,615.64
OVEX 6246	44,615.64	OVEX 6295	44,615.64
OVEX 6247	44,615.64	OVEX 6297	44,615.64
OVEX 6248	44,615.64	OVEX 6299	44,615.64
OVEX 6249	44,615.64	OVEX 6300	44,615.64
OVEX 6250	44,615.64	OVEX 6301	44,615.64
OVEX 6251	44,615.64	OVEX 6302	44,615.64
OVEX 6252	44,615.64	OVEX 6303	44,615.64
OVEX 6253	44,615.64	OVEX 6304	44,615.64
OVEX 6254	44,615.64		
OVEX 6255	44,615.64	OVEX 6307	44,615.64
OVEX 6256	44,615.64	OVEX 6308	44,615.64
OVEX 6257	44,615.64	OVEX 6310	44,615.64
OVEX 6258	44,615.64	OVEX 6311	44,615.64
		OVEX 6312	44,615.64
OVEX 6260	44,615.64	OVEX 6313	44,615.64
OVEX 6262	44,615.64	OVEX 6314	44,615.64
OVEX 6263	44,615.64	OVEX 6315	44,615.64
OVEX 6264	44,615.64	OVEX 6316	44,615.64
OVEX 6265	44,615.64	OVEX 6317	44,615.64
OVEX 6267	44,615.64	OVEX 6318	44,615.64
OVEX 6268	44,615.64	OVEX 6319	44,615.64
OVEX 6269	44,615.64	OVEX 6320	44,615.64

<u>SERIAL.NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>	<u>SERIAL.NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>
OVEX 6321	44,615.64	OVEX 6374	44,615.64
OVEX 6322	44,615.64	OVEX 6375	44,615.64
OVEX 6323	44,615.64	OVEX 6376	44,615.64
OVEX 6324	44,615.64	OVEX 6377	44,615.64
OVEX 6326	44,615.64	OVEX 6378	44,615.64
OVEX 6327	44,615.64	OVEX 6379	44,615.64
OVEX 6328	44,615.64	OVEX 6382	44,615.64
OVEX 6329	44,615.64	OVEX 6383	44,615.64
OVEX 6330	44,615.64	OVEX 6384	44,615.64
OVEX 6331	44,615.64	OVEX 6385	44,615.64
OVEX 6332	44,615.64	OVEX 6386	44,615.64
OVEX 6333	44,615.64	OVEX 6387	44,615.64
OVEX 6334	44,615.64	OVEX 6388	44,615.64
OVEX 6335	44,615.64	OVEX 6389	44,615.64
OVEX 6336	44,615.64	OVEX 6391	44,615.64
OVEX 6337	44,615.64	OVEX 6392	44,615.64
OVEX 6338	44,615.64	OVEX 6393	44,615.64
OVEX 6339	44,615.64	OVEX 6394	44,615.64
OVEX 6340	44,615.64	OVEX 6395	44,615.64
OVEX 6341	44,615.64	OVEX 6396	44,615.64
OVEX 6342	44,615.64	OVEX 6397	44,615.64
OVEX 6343	44,615.64		
OVEX 6344	44,615.64	OVEX 6400	44,615.64
OVEX 6345	44,615.64	OVEX 6401	44,615.64
OVEX 6346	44,615.64	OVEX 6402	44,615.64
OVEX 6347	44,615.64	OVEX 6403	44,615.64
OVEX 6348	44,615.64	OVEX 6404	44,615.64
OVEX 6350	44,615.64	OVEX 6405	44,615.64
OVEX 6351	44,615.64	OVEX 6406	44,615.64
OVEX 6352	44,615.64	OVEX 6407	44,615.64
OVEX 6353	44,615.64	OVEX 6408	44,615.64
OVEX 6356	44,615.64	OVEX 6409	44,615.64
OVEX 6357	44,615.64	OVEX 6410	44,615.64
OVEX 6358	44,615.64	OVEX 6411	44,615.64
OVEX 6359	44,615.64	OVEX 6412	44,615.64
OVEX 6360	44,615.64	OVEX 6413	44,615.64
OVEX 6361	44,615.64	OVEX 6415	44,615.64
OVEX 6363	44,615.64	OVEX 6416	44,615.64
OVEX 6364	44,615.64	OVEX 6417	44,615.64
OVEX 6365	44,615.64	OVEX 6418	44,615.64
OVEX 6366	44,615.64	OVEX 6419	44,615.64
OVEX 6369	44,615.64		
OVEX 6370	44,615.64	OVEX 6422	44,615.64
OVEX 6371	44,615.64	OVEX 6423	44,615.64
OVEX 6372	44,615.64	OVEX 6424	44,615.64
OVEX 6373	44,615.64	OVEX 6425	44,615.64

<u>SERIAL NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>	<u>SERIAL NUMBER.....</u>	<u>ORIGINAL EQUIP.COST....</u>
OVEX 6426	44,615.64	OVEX 6472	44,615.64
OVEX 6427	44,615.64	OVEX 6473	44,615.64
OVEX 6428	44,615.64	OVEX 6474	44,615.64
OVEX 6429	44,615.64	OVEX 6475	44,615.64
OVEX 6430	44,615.64	OVEX 6476	44,615.64
OVEX 6431	44,615.64	OVEX 6477	44,615.64
OVEX 6432	44,615.64	OVEX 6478	44,615.64
		OVEX 6479	44,615.64
OVEX 6434	44,615.64	OVEX 6480	44,615.64
OVEX 6435	44,615.64	OVEX 6481	44,615.64
OVEX 6436	44,615.64	OVEX 6483	44,615.64
OVEX 6437	44,615.64	OVEX 6484	44,615.64
OVEX 6438	44,615.64	OVEX 6485	44,615.64
OVEX 6439	44,615.64	OVEX 6486	44,615.64
OVEX 6440	44,615.64	OVEX 6487	44,615.64
OVEX 6441	44,615.64	OVEX 6488	44,615.64
OVEX 6442	44,615.64	OVEX 6489	44,615.64
OVEX 6443	44,615.64	OVEX 6490	44,615.64
OVEX 6444	44,615.64	OVEX 6491	44,615.64
		OVEX 6492	44,615.64
OVEX 6446	44,615.64	OVEX 6493	44,615.64
OVEX 6448	44,615.64	OVEX 6494	44,615.64
OVEX 6449	44,615.64	OVEX 6495	44,615.64
OVEX 6450	44,615.64	OVEX 6496	44,615.64
OVEX 6451	44,615.64	OVEX 6497	44,615.64
OVEX 6453	44,615.64	OVEX 6498	44,615.64
OVEX 6454	44,615.64	OVEX 6499	44,615.64
OVEX 6455	44,615.64		
OVEX 6456	44,615.64		
OVEX 6457	44,615.64		
OVEX 6459	44,615.64		
OVEX 6460	44,615.64		
OVEX 6461	44,615.64		
OVEX 6462	44,615.64		
OVEX 6463	44,615.64		
OVEX 6465	44,615.64		
OVEX 6466	44,615.64		
OVEX 6467	44,615.64		
OVEX 6468	44,615.64		
OVEX 6469	44,615.64		
OVEX 6470	44,615.64		
OVEX 6471	44,615.64		

410 records listed

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

4/2/04



Robert W. Alvord